

DATE: 2/02/2010

INVITATION TO BID
THIS IS NOT AN ORDER

Page: 1

BID NO.: 50-00096595

SOLICITATION #B2010000033

JEFFERSON PARISH

PURCHASING DEPARTMENT
P.O. BOX 9
GRETN, LA. 70054-0009
504-364-2678

VENDOR:

BUYER: S. Vasquez

BIDS WILL BE RECEIVED IN THE PURCHASING DEPARTMENT, SUITE 4400, JEFFERSON PARISH GENERAL GOVERNMENT BUILDING, 200 DERBIGNY STREET, GRETN, LA 70053 UNTIL 2:00 PM, 3/02/2010 AND PUBLICLY OPENED UPON COMPLETION OF ADMINISTRATIVE TASKS.

LATE BIDS WILL NOT BE ACCEPTED

NOTE: ONLY BIDS WRITTEN IN INK OR TYPEWRITTEN, AND PROPERLY SIGNED BY A MEMBER OF THE FIRM OR AUTHORIZED REPRESENTATIVE, WILL BE ACCEPTED. PENCIL AND/OR PHOTOSTATIC FIGURES OR SIGNATURES DISQUALIFY BID.

INSTRUCTIONS FOR BIDDERS AND GENERAL CONDITIONS

THE FOLLOWING INSTRUCTIONS APPLY TO ALL BIDS

All bids submitted are subject to these instructions and general conditions and any special conditions and specifications contained herein, all of which are made part of this bid proposal reference. THIS BID PACKAGE MUST BE RETURNED IN ITS ENTIRETY.

Questions on this bid are to be faxed to (504) 364-2693 no later than FIVE (5) working days prior to bid opening. Bid numbers should be mentioned in all requests.

The purpose and intention of this invitation to bid is to afford all suppliers an equal opportunity to bid on all construction, maintenance, repair, operating supplies and/or equipment listed in this bid proposal. JEFFERSON PARISH will accept one bid only from each vendor. Items bid must meet or exceed specifications.

JEFFERSON PARISH will accept one price for each item unless otherwise indicated. Two or more prices for one item will result in bid rejection.

If the bid exceeds \$20,000.00 and the bidder is an agency, corporation, partnership, or other legal entity, the president, vice-president, secretary/treasurer, or an authorized agent, shall sign the proposal, and satisfactory evidence of the authority of the person signing for the agency, corporation, partnership, or other legal entity shall be attached to the proposal.

AWARD OF CONTRACT: JEFFERSON PARISH reserves the right to award contracts or place orders on a lump sum or individual item basis, or such combination, as shall in its judgment be in the best interest of JEFFERSON PARISH. Every contract or order shall be awarded to the LOWEST RESPONSIBLE BIDDER, taking into consideration the CONFORMITY WITH THE SPECIFICATIONS and the DELIVERY AND/OR COMPLETION DATE.

Preference is hereby given to materials, supplies, and provisions produced, manufactured or grown in Louisiana, quality being equal to articles offered by competitors outside the state. "LSA-R.S.38:2251-2261"

USE OF BRAND NAMES AND STOCK NUMBERS: Where brand names and stock numbers are specified, it is for the purpose of establishing certain minimum standards of quality. Bids may be submitted for products of equal quality, provided brand names and stock numbers are specified. Complete product data may be required prior to award.

CANCELLATION OF CONTRACT: JEFFERSON PARISH reserves the right to cancel all or any part if not shipped promptly. No charges will be allowed for parking or cartage unless specified in quotation. The order must not be filled at a higher price than quoted. JEFFERSON PARISH reserves the right to cancel any contract at anytime and for any reason by issuing a THIRTY (30) day written notice to the contractor.

For good cause and as consideration for executing a contract with Jefferson Parish, vendor conveys, sells, assigns and transfers to Jefferson Parish or its assigns all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of Louisiana, relating to the particular good or services purchased or acquired by Jefferson Parish.

Visit our website at WWW.JEFFPARISH.NET/BIDS

INSTRUCTIONS FOR BIDDERS AND GENERAL CONDITIONS

JEFFERSON PARISH requires a firm price. Quoted price will remain firm until _____

PRICES: Jefferson Parish is exempt from paying sales tax under LSA-RS 47:301 (8)(c). All prices for purchases by Jefferson Parish of supplies and materials shall be quoted in the unit measure specified and unless otherwise specified, shall be exclusive of state and Parish taxes. If a contractor is to act as Purchasing Agent for tax-exempt purposes, the Parish shall specifically state so within this bid specification. All quotations shall be based on F.O.B. Agency warehouse or job site, anywhere within the Parish as designated by the Purchasing Department.

Quantities listed are for bidding purposes only. Actual requirements may be more or less than quantities listed.

Bidders are not to exclude from participation in, deny the benefits of, or subject to discrimination under any program or activity, any person in the United States on the grounds of race, color, national origin, or sex; nor discriminate on the basis of age under the Age Discrimination Act of 1975, or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, or on the basis of religion, except that any exemption from such prohibition against discrimination on the basis of religion as provided in the Civil Rights Act of 1964, or Title VI and VII of the Act of April 11, 1968, shall also apply. This assurance includes compliance with the administrative requirements of the Revenue Sharing final handicapped discrimination provisions contained in Section 51.55 (c), (d), (e), and (k)(5) of the Regulations. New construction or renovation projects must comply with Section 504 of the 1973 Rehabilitation Act, as amended, in accordance with the American National Standard Institute's specifications (ANSI A117.1-1961).

RESPONSE TO INVITATION: If your company is unable to bid on this request, please state your reason on bid form, and return to this office before bid opening date. Failure to do so may result in the removal of your company from Jefferson Parish's vendors list.

The general specifications for construction projects and the purchase of materials, services and/or supplies are those adopted by the JEFFERSON PARISH Council by Resolution No. 105529 or 105530 dated 5/17/06. The general conditions adopted by this resolution shall be considered as much a part of this document as if they were written wholly herein. A copy may be obtained from the Office of the Parish Clerk, Suite 6700, Jefferson Parish General Government Building, 200 Derbigny Street, Gretna, LA 70053.

POSTING OF BIDS: Non-Advertised bids will be posted on bulletin board in Suite 4400, Jefferson Parish General Government Building, Gretna, LA, for a period of Five (5) working days after opening date.

Advertised bids will be tabulated and a copy forwarded to each responsive bidder.

ADDITIONAL REQUIREMENTS FOR THIS BID

PLEASE MATCH THE NUMBERS PRINTED IN THIS BOX WITH THE CORRESPONDING INSTRUCTIONS BELOW.

2,3,5,6,7,8,9,10,11,12,13,14,15,16

1. All bidders are invited to attend the pre-bid conference. Failure to attend the pre-bid conference shall not relieve the bidder of responsibility for information discussed at the conference. This conference is held to allow questions to be answered and inspect the site with owner's representative, etc. Failure to attend the pre-bid conference and inspection does not relieve the successful bidder from the necessity of furnishing materials or performing any work that may be required to complete the work in accordance with the specification (with no additional cost to the owner).
2. Contractor must hold current applicable JEFFERSON PARISH licenses with the Department of Inspection and Code Enforcement. Contractor shall obtain any and all permits required by the JEFFERSON PARISH Department of Inspection and Code Enforcement. The contractor shall be responsible for the payment of these permits. All permits must be obtained prior to the start of the project.
3. A Louisiana state contractor's license may be required in accordance with LSA-R.S. 37:2150 et seq.

INSTRUCTIONS FOR BIDDERS AND GENERAL CONDITIONS

4. It is the bidder's responsibility to visit the job site and evaluate the job before submitting a bid.
5. Job site must be clean and free of all litter and debris daily and upon completion of the contract. Passageways must be kept clean and free of material, equipment, and debris at all times. Flammable material must be removed from the job site daily because storage will not be permitted on the premises. Precautions must be exercised at all times to safeguard the welfare of JEFFERSON PARISH and the general public.
6. All awards in excess of \$5,000.00 for the construction, alteration, or repair of any public works will be reduced to a formal contract which shall be recorded at the contractor's expense. A price list of recordation costs may be obtained from the Clerk of Court and Ex-officio Recorder of Mortgages for the Parish of Jefferson. All awards in excess of \$25,000.00 reduced to formal contract will require a performance bond.
7. A performance bond will be required for this bid. The amount of the bond will be 100% of the contract price unless otherwise indicated in the specifications. Performance bond shall be supplied at the signing of the contract.
8. Please indicate if you have insurance: YES _____ NO _____
Successful bidder will be required to furnish proof of insurance to this office.
Successful bidder will be required to furnish Federal I.D. Number.
9. Minimum insurance requirements for this bid are as indicated on the attached sheet.
10. Each bid must be accompanied by a cashier's check, certified check, money order, or surety bid bond in the amount of 5% of the bid.
11. Affidavit required to be submitted with bids on all solicitations for construction, alteration or demolition of public building or project. (LSA-R.S. 38:2224)
12. This is a requirements contract to be provided on an as needed basis.
13. All prices must be held firm unless an escalation provision is requested in this bid. Jefferson Parish will allow one escalation during the term of the contract, which may not exceed the U.S. Bureau of Labor Statistics National Index for all Urban Consumers, unadjusted 12 month figure. The most recently published figure issued at the time an adjustment is requested will be used. A request must be made in writing by the vendor, and the escalation will only be applied to purchases made after the request is made.

Are you requesting an escalation provision?

YES _____ NO _____

MAXIMUM ESCALATION PERCENTAGE REQUESTED _____%

INITIAL BID PRICES WILL REMAIN FIRM THROUGH THE DATE OF _____.

For the purposes of comparison of bids when an escalation provision is requested, Jefferson Parish will apply the maximum escalation percentage quoted by the bidder to the period to which it is applied in the bid. The initial price and the escalation will be used to calculate the total bid price. It will be assumed, for comparison of prices only, that an equal amount of material or labor is purchased each month throughout the entire contract.

14. In the event that the successful bidder cannot furnish a specific item or material and labor in the required time, JEFFERSON PARISH may purchase on an emergency basis from the next lowest bidder, or available source, until such time as the successful bidder has notified the PARISH in writing that his stock or labor capability has been replenished. The difference in price will be charged against the successful bidder of this contract, and evidence of purchases and price will be provided.
15. Vendor will be required to submit to the chief buyer of the JEFFERSON PARISH Purchasing Department a quarterly usage report by item of all items listed on this proposal.
16. Freight charges should be included in total cost when quoting. If not quoted FOB DELIVERED, freight must be quoted as a separate item. Bid may be disqualified if not quoted FOB DELIVERED or if freight charges are not indicated on bid form.

INSTRUCTIONS FOR BIDDERS AND GENERAL CONDITIONS

DELIVERY: FOB JEFFERSON PARISH

INDICATE DELIVERY DATE ON EQUIPMENT AND SUPPLIES _____

INDICATE STARTING TIME (IN DAYS) FOR CONSTRUCTION WORK _____

INDICATE COMPLETION TIME (IN DAYS) FOR CONSTRUCTION WORK _____

LOUISIANA CONTRACTOR'S LICENSE NO.: (if applicable) _____

***** ALL BIDDERS MUST COMPLETE SECTION BELOW *****

FIRM NAME: _____

SIGNATURE: _____

(Must be signed here)

TITLE: _____

PRINT OR TYPE NAME: _____

ADDRESS: _____

CITY, STATE: _____

ZIP: _____

TELEPHONE: _____

()

FAX: _____

()

EMAIL ADDRESS: _____

TOTAL PRICE OF ALL BID ITEMS: \$ _____

THIS BID MUST BE SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE COMPANY/FIRM FOR BID TO BE VALID. BID PACKAGE, INCLUDING INSTRUCTIONS AND SPECIFICATIONS, MUST BE RETURNED IN ITS ENTIRETY FOR BID TO BE VALID. SIGNING INDICATES YOU HAVE READ AND COMPLY WITH THE INSTRUCTIONS AND CONDITIONS.

NOTE: All bids should be returned with the bid number and bid opening date indicated on the outside of the envelope submitted to the Purchasing Department.

INVITATION TO BID FROM JEFFERSON PARISH - continued

BID NO.: 50-00096595

SEALED BID

ITEM NUMBER	QUANTITY	U/M	DESCRIPTION OF ARTICLES	UNIT PRICE QUOTED	TOTALS
			<p>A TWO (2) YEAR CONTRACT FOR ALL LABOR, MATERIAL, AND EQUIPMENT NECESSARY</p> <p>FOR ASBESTOS REMOVAL AND DISPOSAL FOR VARIOUS BUILDINGS FOR THE JEFFERSON PARISH DEPARTMENT OF GENERAL SERVICES AND ALL JEFFERSON PARISH AGENCIES AND MUNICIPALITIES AS PER THE ATTACHED SPECIFICATIONS.</p> <p>BIDDERS MUST PROVIDE AN HOURLY RATE ON THE FOLLOWING ITEMS, INCLUDING: ALL TOOLS, EQUIPMENT, TRANSPORTATION, INSURANCE, AIR MONITORING, SUPPLIES AND ANY OTHER RELATED ITEMS NECESSARY FOR THE SAFE AND EFFICIENT REMOVAL AND DISPOSAL OF ANY ASBESTOS CONTAINING MATERIAL.</p> <p>A LOUISIANA STATE CONTRACTOR'S LICENSE IS REQUIRED. SEE SECTION 10.0 OF THE ATTACHED SPECIFICATIONS FOR DETAILS.</p>		
1	84	HR	0010 - Superintendent per hourly rate		
2	314	HR	0020 - Asbestos Worker per hourly rate		
3	1300	SQFT	0030 - Asbestos Flooring & Adhesive Removal for 1000 sq ft. or less		
4	4833	SQFT	0040 - Asbestos Flooring & Adhesive Removal for 1000 sq.ft. or more.		
5	974	SQFT	0050 - Carpet Removal for 10,000 sqft or less		
6	664	SQFT	0060 - Double layer flooring & adhesive for 1,000 sqft or less		
7	1	SQFT	0070 - Double layer flooring & adhesive for 1,000 sqft. or more		
8	1	JOB	0080 - Rate for after hours work. (this will be a rate or percentage of the normal hours worked price)		

CORPORATE RESOLUTION

EXCERPT FROM MINUTES OF MEETING OF THE BOARD OF DIRECTORS OF

INCORPORATED.

AT THE MEETING OF DIRECTORS OF _____
 INCORPORATED, DULY NOTICED AND HELD ON _____,
 A QUORUM BEING THERE PRESENT, ON MOTION DULY MADE AND SECONDED. IT
 WAS:

RESOLVED. THAT _____, BE AND IS HEREBY
 APPOINTED, CONSTITUTED AND DESIGNATED AS AGENT AND ATTORNEY-IN-
 FACT OF THE CORPORATION WITH FULL POWER AND AUTHORITY TO ACT ON
 BEHALF OF THIS CORPORATION IN ALL NEGOTIATIONS, BIDDING, CONCERNS
 AND TRANSACTIONS WITH THE PARISH OF JEFFERSON OR ANY OF ITS AGENCIES,
 DEPARTMENTS, EMPLOYEES OR AGENTS, INCLUDING BUT NOT LIMITED TO, THE
 EXECUTION OF ALL BIDS, PAPERS, DOCUMENTS, AFFIDAVITS, BONDS, SURETIES,
 CONTRACTS AND ACTS AND TO RECEIVE AND RECEIPT THEREFOR ALL
 PURCHASE ORDERS AND NOTICES ISSUED PURSUANT TO THE PROVISIONS OF
 ANY SUCH BID OR CONTRACT, THIS CORPORATION HEREBY RATIFYING,
 APPROVING, CONFIRMING, AND ACCEPTING EACH AND EVERY SUCH ACT
 PERFORMED BY SAID AGENT AND ATTORNEY-IN-FACT.

I HEREBY CERTIFY THE FOREGOING TO BE
 A TRUE AND CORRECT COPY OF AN
 EXCERPT OF THE MINUTES OF THE
 ABOVE DATED MEETING OF THE BOARD
 OF DIRECTORS OF SAID CORPORATION,
 AND THE SAME HAS NOT BEEN
 REVOKED OR RESCINDED.

SECRETARY-TREASURER

DATE

AFFIDAVIT

STATE OF LOUISIANA
PARISH OF JEFFERSON

BEFORE ME, THE UNDERSIGNED AUTHORITY, PERSONALLY CAME AND APPEARED _____, WHO AFTER BEING BY ME DULY SWORN, DEPOSED AND SAID THAT HE IS THE FULLY AUTHORIZED _____ OF _____ (HEREIN AFTER REFERRED TO AS BIDDER) THE PARTY WHO SUBMITTED A BID FOR _____, BID NO. _____ AND SAID AFFIANT FURTHER SAID:

- 1) That bidder employed no person, corporation, firm, association or other organization, either directly or indirectly, to secure the public contract under which he received payment, other than persons regularly employed by the bidder whose services in connection with the construction of the public building or project or in securing the public contract were in the regular course of their duties for bidder; and
- 2) That no part of the contract price received by bidder was paid or will be paid to any person, corporation, firm, association, or other organization for soliciting the contract, other than the payment of their normal compensation to persons regularly employed by the bidder whose services in connection with the construction of the public building or project were in the regular course of their duties for bidder.
- 3) Said bid is genuine and the bidder has not colluded, conspired or agreed directly or indirectly with any other bidder to offer a sham or collusive bid.
- 4) Said bidder has not in any manner, directly or indirectly, agreed with any other person to fix the bid price of affiant or any other bidder, or to fix any overhead, profit or cost element of said bid price, or that of any other bidder, or to induce any other person to refrain from bidding.
- 5) Said bidder is not intended to secure an unfair advantage of benefit from the Parish of Jefferson or in favor of any person interested in the proposed contract.

SWORN TO AND SUBSCRIBED
BEFORE ME THIS _____
DAY OF _____, 20 _____

NOTARY PUBLIC

INSURANCE REQUIREMENTS

All insurance requirements shall conform to Jefferson Parish Resolution No. 113646 or No. 113647 dated 12/09/09.

The contractor shall not commence work under this contract until he has obtained all insurance and complied with the requirements of the specifications and Resolution No. 113646 or No. 113647.

WORKER'S COMPENSATION INSURANCE

As required by Louisiana State Statute, exception; Employer's Liability, Section B shall be \$1,000,000 per occurrence when Work is to be over water and involves maritime exposures to cover all employees not covered under the State Worker's Compensation Act, otherwise this limit shall be no less than \$500,000 per occurrence.

COMMERCIAL GENERAL LIABILITY

Shall provide limits not less than the following: \$1,000,000.00 Combined Single Limit per Occurrence for bodily injury and property damage.

COMPREHENSIVE AUTOMOBILE LIABILITY

Bodily injury liability \$1,000,000.00 each person; \$1,000,000.00 each occurrence.
Property Damage Liability \$1,000,000.00 each occurrence.

DEDUCTIBLES

No insurance required shall include a deductible not greater than \$10,000.00. The cost of the deductible be borne by the contractor.

UMBRELLA LIABILITY COVERAGE

An umbrella policy or excess may be used to meet minimum requirements.

CONSTRUCTION AND RENOVATION PROJECTS REQUIRE THE FOLLOWING:

OWNER'S PROTECTIVE LIABILITY

To be for the same limits of liability for bodily injury and property damage liability established for commercial general liability.

BUILDER'S RISK INSURANCE

The contractor shall maintain Builder's Risk Insurance at his own expense to insure both the owner (Parish of Jefferson) and contractor as their interest may appear.

Section 1.0 – Scope:

We extend this proposal to cover the furnishing of labor, materials, and equipment necessary to provide asbestos removal and disposal for various buildings for all Jefferson Parish Departments, for a period of two (2) years, beginning with the date of the execution of the contract.

Section 2.0 – Quantities/Inspection:

Specific quantities cannot be determined for each specific project. The bid will be based on the following schedule:

- Superintendent per hourly rate
- Asbestos Worker/Workers per hourly rate
- Asbestos Flooring & Adhesive Removal per sqft for 1000 sqft or **less**
- Asbestos Flooring & Adhesive Removal per sqft for 1000 sqft or **more**
- Carpet Removal for 10,000 sqft or **less**
- Double layer flooring & adhesive for 1,000 sqft or **less**
- Double layer flooring & adhesive for 1,000 sqft or **more**
- Rate for after hours work. (this will be a rate or percentage of the normal hours worked price)

The above schedule shall include all tools, equipment, transportation, insurance, air monitoring, supplies, and any other related items necessary for the safe and efficient removal and disposal of any asbestos containing material.

Section 3.0 – Bid Specifications:

The successful contractor shall provide all labor, materials, and equipment necessary to remove asbestos containing materials from various buildings throughout the Parish of Jefferson. Jefferson Parish shall provide the abatement contractor with, and pay for necessary services to perform all initial PCM clearances by means of a separate contract with a qualified contractor. However, in the event the initial PCM test fails, it will be the financial responsibility of the abatement contractor to pay for any and all additional tests. It will also be the responsibility of the contractor to set up and schedule all testing for each project as necessary. The Parish of Jefferson shall pay for each ADVF (Asbestos Disposal Verification Form).

Each project shall be done as an individual project, as needed by the requesting department. In no case shall the project require scaffolding above 15' high. Should the contractor feel the project is beyond the scope of this contract, the contractor may reject the project after showing due cause.

There shall be an hourly charge for one (1) superintendent and one (1) or more asbestos workers. The hourly charges shall include all costs related to the removal and disposal of the asbestos containing materials. There shall be a four (4) hour minimum on each project.

Section 3.1 – Hours of Work:

Some work may be required to be performed after normal regular hours at the request of Jefferson Parish. Regular business hours are Monday through Friday, 7:00 a.m. – 5:00 p.m. Coordination of work shall be done by a representative of the department requesting the work.

Section 3.2 – Existing Structure:

Should any cutting, patching, alteration, addition, or repairs to existing structure, wall, floor, ceiling, or part of building be required of this project, the contractor shall restore the alteration to its original condition, with the same type materials, finish, and workmanship.

Precautions must be exercised at all times to safeguard and protect from damage, all Parish, public, and private properties. Any such damages shall remain the sole responsibility of the contractor.

Section 4.0 – Cleaning Area and Safety:

Job site must be clean and free of all litter and debris daily and upon completion of the contract. Passageways must be kept clean and free of material, equipment, and debris at all times. Inflammable material must be removed from the job site daily, because storage will not be permitted on the premises. Precautions must be exercised at all times to safeguard the welfare and safety of the general public, employees of Jefferson Parish, and other Parish officials.

Trash and debris shall be removed daily, shall become the property of the contractor, and shall be placed in appropriate dumpsters and hauled away by the contractor. TRASH AND DEBRIS SHALL NOT BE PUT IN PARISH DUMPSTERS OR COMPACTORS.

Contractor's employees may use public bathroom facilities for personal use only, provided they help maintain cleanliness. The cleaning of equipment in lavatories or any misuse of any kind of the bathroom facilities will not be tolerated. Any damages incurred will remain the sole responsibility of the contractor.

There must be a fire watch present when any cutting, burning, or welding is taking place; and 2 hours thereafter. The fire watch and his equipment will be the sole responsibility of the contractor.

Smoking inside of any Jefferson Parish Building and its restrooms is prohibited.

Section 5.0 – Warranty:

All workmanship and materials must have at least one (1) year guaranty, in writing, from the date of acceptance of the project, against defects. The contractor must agree, upon written notice from the owner, promptly and without charge, and to the satisfaction of the owner, to make changes, replacement, and corrections which may be required to make good all defects in materials and/or equipment under its intended use, within the warranty period.

The contractor will also guaranty that he will hold the Parish of Jefferson harmless from any damage arising from faulty workmanship or materials performed and/or installed within the duration of the warranty.

Section 6.0 – Permits:

The contractor shall obtain any and all permits required by the Jefferson Parish Department of Inspection and Code Enforcement and the City of Gretna (if applicable). The contractor shall also be responsible for payment of these permits. All permits must be obtained prior to the start of the project.

Certificate of Final Inspection must be submitted to and approved by the Department of General Services before final payment is rendered.

Section 7.0 – State Contractor's License Requirements

For the work that is to be performed, a Louisiana State Contractor's License will be required.

The Louisiana State Contractor's License number shall be displayed on the outside of the envelope.

Section 8.0 – Performance Bond:

A performance bond in the amount of \$50,000.00 will be required; bidders must submit proof of currently having a bonding agency.

If the successful bidder does not provide a performance bond, the project may be awarded to the next or subsequent successful bidder.

Section 9.0 – Cancellation Clause:

The Parish of Jefferson reserves the right to cancel the contract at anytime and for any reason by issuing a thirty (30) day written notice to the contractor.

Section 10.0 – Rules and Regulations Pertaining to Asbestos Removal:**Notice to Contractors:**

During the 1988 Regular Legislative Session, Louisiana Revised Statutes 37:2150 – 2163, the Contractors' Licensing Law was amended as related to licensing and certification of licensing for contractors dealing with Asbestos Removal and Abatement Work and Hazardous Waste Treatment or Removal. This became Act No. 635 which will be effective on January 1, 1989. The following points of this legislation are:

1. A contractor performing under a new major classification of Hazardous Materials or the subclassifications:
 - a. Asbestos Removal and Abatement
 - b. Hazardous Waste Treatment or Removal

Must be licensed on any work bid, contracted or performed in the amount of \$1.00 or more.

2. A contractor must be certified by the Louisiana Department of Environmental Quality to perform Asbestos Removal and Abatement Work prior to issuance of a license. This legislation provides that no license may be renewed for the subclassification of Asbestos Removal and Abatement until the applicant furnishes the State Licensing Board for Contractor with evidence that he or his qualifying party has received certification from the Louisiana Department of Environmental Quality to perform this type of work.
3. A licensed contractor who has work in progress or has successfully bid on such work before January 1, 1989, will be permitted to complete the project under the present licensing requirements.
4. If a current licensed contractor wishes to add the major classification or a subclassification to his license, he should notify this office in writing in order that he may be scheduled for the required written examination and meet all requirements for such an amendment.
5. Contractor shall hold a current Asbestos Abatement General Liability Insurance Certificate throughout the term of the contract.

If you have any questions concerning these amendments to the Louisiana Contractors' Licensing Law, you should contact the:

- Louisiana State Licensing Board for Contractors
7434 Perkins Road
P. O. Box 14419
Baton Rouge, LA 70898-4419
(504)765-2301
- Louisiana Department of Environmental Quality
Air Quality Division
625 North 4th Street
P. O. Box 44096
Baton Rouge, LA 70804-4096
(504)342-9056